

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

PHARMACIA CORPORATION	)	
N/K/A PFIZER INC.,	)	
	)	
Plaintiff,	)	C.A. No. 2:18-cv-00510-ES-MAH
	)	
v.	)	
	)	<b>RETURN DATE: JUNE 15, 2020</b>
TWIN CITY FIRE	)	
INSURANCE COMPANY,	)	
	)	<b>ORAL ARGUMENT REQUESTED</b>
Defendant.	)	
	)	

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**NOTICE OF MOTION FOR SUMMARY JUDGMENT  
ON BEHALF OF DEFENDANT TWIN CITY FIRE INSURANCE COMPANY**

TO: PHARMACIA CORPORATION N/K/A PFIZER INC.  
Robin Cohen, Esq.  
Adam Ziffer (pro hac vice)  
Marc T. Ladd (pro hac vice)  
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New York, NY 10036

**PLEASE TAKE NOTICE** that the undersigned attorneys for Defendant TWIN CITY FIRE INSURANCE COMPANY (“Twin City”) shall apply to the Honorable Esther Salas, United States District Court Judge for the United States District Court, District of New Jersey, at the Federal Courthouse in Trenton, New Jersey, on June 15, 2020 in the forenoon or as soon thereafter as counsel may be heard, for an Order granting summary judgment in Twin City’s favor and entering a judgment in favor of Insurers, declaring that:

- (1) New York law applies to Twin City’s excess directors’ and officers’ liability insurance policy (the “Twin City Policy”).
- (2) Pharmacia has failed to establish an express condition precedent to coverage under the Twin City Policy “that liability for any loss shall attach to [Twin City] only after

the Primary and Underlying Excess Insurers shall have duly admitted liability and shall have paid the full amount of their respective liability.”

- (3) The Pending and Prior Litigation Exclusion in the Twin City Policy, which bars coverage for any claim “arising from any act of an Insured” which gave rise to “any litigation . . . against any Insured occurring prior to, or pending as of, 9/01/02,” separately and independently precludes coverage for the *Garber* Action settlement.
- (4) The Warranty Letter, which includes a Prior Knowledge Exclusion, separately and independently bars coverage for the *Garber* settlement.

**PLEASE TAKE FURTHER NOTICE** that in support of the Motion for Summary Judgment, Twin City will rely on the Memorandum of Law, Statement of Undisputed Material Facts, and the June 29, 2019 Declaration of Gabriela Richeimer, Esq. with exhibits (Doc. No. 88). In further support of the Motion, Twin City is submitting a supplemental declaration of Gabriela Richeimer, Esq. A proposed Order is submitted separately.

Oral argument is requested on the Motion.

Dated: June 1, 2020

Respectfully submitted,

**CLYDE & CO US LLP**

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